

Remarks/Arguments

Claims 1-15, 17, 19-22 and 26-29 are pending in the present application. Claims 1, 6, 8, and 9 are presently amended. Claims 16, 18, and 23-25 were previously canceled without prejudice. Claims 26-29 are new. The Commissioner or Director is hereby authorized to charge Deposit Account 04-0525 the applicable fee \$72 under 37 CFR 1.16(e) for the addition of 4 new claims.

Claims 1-15, 17 and 19-22 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Pat. No. 5,478,990 (Montanari et al) in view of U.S. Pat. No. 6,167,378 (Webber). This rejection is respectfully traversed for the following reasons.

Montanari relates to a method of tracking the production history of livestock and meat food products, derived therefrom, using barcodes. (Col. 9, lines 36-50.) Montanari "the present invention utilizes computers to scan labels produced during a production process to input information into a computer database for later retrieval and access." (Col. 6, lines 10-13.)

Webber discloses a method for managing a digital contract associated with a supply chain. (Abstract and Col. 9, lines 11-15.) "All of the contracts of all of the entities within a supply chain for a particular commercial transaction preferably are linked together." (Col. 10, lines 8-9.) "The contracts of distinct entities are advantageously linked together by use of product/transaction identifiers. Product transaction identifiers are preferably assigned at the time of ratification of each contract." (Col. 10, lines 9-14.) "Each contract for each preceding party, shipper, and bank is automatically linked to the next contract." (Col. 19, lines 17-19.) "The digital contract system may fetch prices or verify inventory status by gaining access to the computers of the parties." (Col. 19, lines 44-48.)

In contrast to the alleged combination of Montanari and Webber, amended claim 1 and 8 now recite "a permission grant by each first stage party inputting the corresponding stored first stage information, the permission grant specifying an authorized second stage party and an authorized portion of the stored first stage information accessible by the authorized second stage party." Even if it were possible to combine Montanari and Webber, the alleged combination would lack the first party limiting access to an authorized second party and limiting access of the content to a portion of the stored first stage data. Instead, the alleged combination would indiscriminately link together contracts (e.g., contract data) "all of the contracts of all of the entities within a supply chain for a particular commercial transaction." (Col. 10, lines 8-9.) The supply chain participants in a digital contract would have unfettered access to the contents of the digital contract because the alleged combination makes no mention of limiting the information to particular terms of contract or any equivalent of the claimed "authorized portion of the stored first stage information" of

claim 1 or claim 8. Further, the stored first stage data information of claim 1 comprises "crop information" which may be shared between the first and second stage parties, regardless of the presence or absence of any contract or digital contract as set forth in Webber. As claimed in claim 1 and 8 each first party can make a decision as to which authorized second stage party, among all second stage parties, are authorized to receive data and limit what data such second stage party receives.

Even if it were possible to combine Montanari and Webber, there is no motivation or need to combine the digital contract management system of Webber and the method for tracking production history of food products of Montanari in an attempt to meet the claim 1 or claim 8. Montanari discloses a method for tracking production history of a food product (primarily meat) to trace back sources of contamination of the food product. (Abstract.) In contrast, Webber discloses a digital contract management system for automating transactions on a supply chain. (Abstract and Col. 25, lines 4-35.) Because both systems are fully functional and independent of each other, there is no motivation to combine them to meet the claimed invention. Further, there is no technical teaching in either reference on how to combine a contamination-tracing computer system for tracing contamination in a food product with a contract execution and management system for a supply chain.

For the foregoing reasons, Applicant respectfully requests allowance of claims 1 and 8. Because claims 2-7 and 26-29 depend upon claim 1, claims 2-7 and 26-29 are patentable for at least similar reasons to claim 1. Applicant respectfully requests withdrawal of the above rejection of claims 1-8 and 26-29.

With respect to claim 9, even if the digital contract management system of Webber and the method for tracking contamination of food products of Montanari could be combined, the alleged combination would not meet claim 9. As discussed above, neither Webber, nor Montanari discloses technically how to combine the contaminant-tracing computer system of Montanari with the contract management system of Webber. Although Webber references an optional inventory management system (Col. 21, lines 25-27), Webber does not disclose management of inventory as set forth in amended claim 9.

In claim 9, inventory is tracked according to "recorded ingredient inventory information" and "recorded product inventory information" to minimize a storage level of the grain ingredient by a purchaser thereof consistent with tracking pending orders for the second item. Claim 9 recites that the inventory of a purchaser of a grain ingredient is controlled based on the following: (1) quality of the grain ingredient, (2) quantity of the grain ingredient, and (3) inventory level of the second item derived from the grain ingredient. Above items 1 and 2 are defined as "recorded ingredient inventory information." Consistent with claim 9, the inventory level of the grain ingredient may be minimized to track pending orders for the second item, as opposed to the grain ingredient. For the foregoing reasons,

Applicant respectfully requests the withdrawal of the above rejection of claim 9. Because claims 10-15, 17 and 19-22 depend upon claim 9, claims 10-15, 17 and 19-22 are patentable for at least similar reasons to claim 9.

Any amendments to the claims that were not explicitly explained above were made to clarify the claims to advance comprehension of the claims by the Examiner and the public and not to overcome any cited prior art. Accordingly, the interpretation of such amendments that were not explicitly explained above shall be entitled to broad interpretations under the doctrine of equivalents in accordance with applicable case law.

In conclusion, it is believed that this application is in condition for allowance, and such allowance is respectfully requested. If there are any issues that can be resolved via a telephone call, the Examiner is encouraged to call Applicant's representative.

Any fees or charges due as a result of filing of the present paper may be charged against Deposit Account 04-0525. Two duplicates of this page are enclosed.

Respectfully,

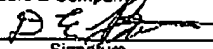

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